

INTERLOCAL AGREEMENT

This agreement, made with an effective date of June 1, 2017, by and between the Kitsap County Public Transportation Area, d/b/a Kitsap Transit, a Washington municipal corporation, (hereinafter "Kitsap Transit"), and the Clallam County Public Transportation Area, d/b/a Clallam Transit System, a Washington municipal corporation, (hereinafter "CTS"), witnesseth,

WHEREAS, each of the parties hereto operates a public transportation system within their respective counties, and

WHEREAS, the parties both desire to provide the residents of and travelers to Clallam and Kitsap Counties with efficient public transportation options, and

WHEREAS, residents of and visitors to Clallam County currently lack a direct connection with Kitsap County which is cost- and time-competitive with travel by private vehicle, and

WHEREAS, residents of and visitors to Clallam County would benefit from direct transit access to Bainbridge Island Ferry Terminal and connection possibilities at North Viking Park & Ride, and

WHEREAS, Kitsap Transit operates North Viking Park & Ride and the transit facility located at Bainbridge Island Ferry Terminal, and

WHEREAS, this agreement is entered into under the authority granted by RCW 39.34.085,

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the parties agree as follows:

1. Term: This agreement shall remain in effect until terminated as hereinafter provided.
2. Entities: Kitsap Transit and CTS shall, for all purposes of this agreement, remain as individual, separate entities and municipalities under the laws of the State of Washington. No separate legal or administrative entity of any kind shall be created hereunder unless otherwise agreed by the parties in writing.
3. Purpose: The purpose of this agreement is to allow CTS to provide safe, efficient, and convenient public transportation service between Clallam County and Kitsap County, and to carry out that purpose, to provide for and develop compatible routes, schedules, and connecting points as and when the parties deem appropriate.
4. Performance: CTS agrees to operate its public transportation vehicles in a number and with a frequency as described in Attachment A via Washington State Route 104 between Mileposts 14.67 (Kitsap County line) and 15.54 (Junction State Route 3), Washington State Route 3 between Mileposts 60.02 (Junction State Route 104) and 52.78 (Junction State Route 305), Washington State Route 305 between Mileposts 0 (Bainbridge Island Ferry Terminal) and 13.52 (Junction State Route 3), and Viking Avenue NW between State Route 305 and North Viking Park & Ride in the City of Poulsbo. Kitsap Transit hereby agrees and authorizes CTS to operate its vehicles within

Kitsap County for the purposes of this agreement. Any additional trips or timing changes beyond those described in Attachment A must receive advance approval from Kitsap Transit. Kitsap Transit hereby agrees and authorizes CTS to alight passengers eastbound at North Viking Park & Ride, on State Route 305 at Suquamish Way, and at the transit facility at Bainbridge Island Ferry Terminal. Kitsap Transit hereby agrees and authorizes CTS to board passengers westbound at Bainbridge Island Ferry Terminal, on State Route 305 at Suquamish Way, and at North Viking Park & Ride. CTS shall not transport passengers with an origin and destination both located within Kitsap County. Kitsap Transit hereby agrees and authorizes CTS to post a bus stop sign, as well as schedule and/or temporary rider alert information, at each stop served by CTS. CTS shall assume all costs and responsibility for the maintenance of signage posted by CTS at the aforementioned stops and will receive approval from Kitsap Transit prior to the posting of any temporary or permanent sign.

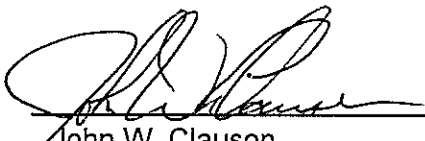
5. Fares/Finance: CTS shall charge and collect from each passenger its own fare for passengers embarking upon its vehicles. Neither party will accept or honor transfer tickets, passes, or coupons issued by the other party. CTS shall retain all fares collected from passengers using its services. CTS is free to establish such fares as it deems appropriate for passengers riding on its vehicles with Kitsap Transit's advance approval which shall not be unreasonably withheld. Neither party shall be required to pay consideration or compensation to the other party in performance of this agreement.
6. Freight: Neither party shall carry or contract to carry intercounty freight or other personal property of any kind in performance of this agreement, provided however, that passengers may carry individual handbags, backpacks, hand-carried parcels, and luggage.
7. Miscellaneous: The parties agree that all parts and phases of their respective operations are separate and distinct from those of the other party, and the intention of this agreement is only to provide convenient and efficient service between Clallam and Kitsap Counties via Jefferson County. CTS shall not encourage the use of its services for trips made solely within Kitsap County. Due to the designation of this service as "Commuter Bus" service, no complimentary ADA paratransit service is required. CTS shall be responsible for its own operations, drivers, equipment, insurance, budget, fares, receipts, and all other matters incidental to the provision of public transportation. Clallam agrees to be solely responsible for any injury, death, or property damage caused by its operation or equipment, and to indemnify and hold harmless Kitsap Transit there for.
8. Conditions: The parties acknowledge that each entity contracts for financial assistance with the U.S. Department of Transportation and the Washington State Department of Transportation, and that this and all other agreements are subject to the provisions of these financial assistance contracts. To the extent applicable, any such financial assistance contracts are incorporated herein by this reference as if set forth in full, copies of which are available at the respective offices of the parties hereto. This

agreement is further subject to compliance with all other applicable provisions of state and federal laws.

9. Termination: This agreement may be terminated at any time for any reason by either party giving the other party at least ninety (90) days prior written notice, or by operation of law, or immediately if it is determined by the terminating party that the continuation of this agreement may violate applicable state or federal law.
10. Severance: If any provisions of this agreement be adjudged to be invalid for any reason, such adjudication shall not affect the validity of other provisions of this agreement.

IN WITNESS THEREOF, the parties hereunto set their hands the day and year first written above.

**Kitsap County Public Transportation
Area, d/b/a Kitsap Transit**

By: 
John W. Clauson
Executive Director

Date: 4/19/2017

**Clallam County Public
Transportation Area, d/b/a Clallam
Transit System**

By: 
Genaveve Starr
Board Chairperson

Date: April 25, 2017

KITSAP TRANSIT / CLALLAM TRANSIT INTERLOCAL AGREEMENT - ATTACHMENT A - SCHEDULE

Proposed Schedule Effective June 17, 2017							
Route 123 - The Strait Shot				PORT ANGELES TO BAINBRIDGE ISLAND FERRY TERMINAL			
Gateway TC	Arrive Sequim TC	Leave Sequim TC	US101 @ Jamestown	Discovery Bay	North Viking P&R	SR305 @ Suquamish Way	Bainbridge Island Ferry Terminal
EASTBOUND - WEEKDAY							
7:25	7:55	8:00	8:10*	8:25*	8:55*	9:05*	9:25
5:30	6:00	6:05	6:15*	6:30*	7:00*	7:10*	7:30
EASTBOUND - SATURDAY							
7:25	7:55	8:00	8:10*	8:25*	8:55*	9:05*	9:25
4:15	4:45	4:50	5:00*	5:15*	5:45*	5:55*	6:15
EASTBOUND - SUNDAY							
3:15	3:45	3:50	4:00*	4:15*	4:45*	4:55*	5:15
Bus stops only at stops listed on timetable. No other stops served.							
*Bus will leave immediately upon arrival -- up to 5 minutes earlier than time shown above							

Route 123 - The Strait Shot				BAINBRIDGE ISLAND FERRY TERMINAL TO PORT ANGELES			
Bainbridge							
Island Ferry Terminal	SR305 @ Suquamish Way	Arrive North Viking P&R	Leave North Viking P&R	Discovery Bay	US101 @ Jamestown	Sequim TC	Gateway TC
WESTBOUND - WEEKDAY							
10:20	10:30*	10:45	10:50	11:20*	11:33*	11:45*	12:15
8:10	8:20*	8:35	8:40	9:10*	9:23*	9:33*	9:59
WESTBOUND - SATURDAY							
10:20	10:30*	10:45	10:50	11:20*	11:33*	11:45*	12:15
7:10	7:20*	7:35	7:40	8:10*	8:23*	8:33*	8:59
WESTBOUND - SUNDAY							
6:15	6:25*	6:40	6:45	7:15*	7:28*	7:38*	8:10
Bus stops only at stops listed on timetable. No other stops served.							
*Bus will leave immediately upon arrival -- up to 5 minutes earlier than time shown above							
In case of ferry delays, proceed directly to bus. Bus will depart 10 minutes after ferry arrives.							

CTS ROUTE 123 – ATTACHMENT A – APPROVED FARE SCHEDULE

One-way fare, per boarding

\$10 – Adult

\$5 – Children aged 0-19

\$5 – RRFP holders

\$5 – CTS Monthly Pass holders

\$5 – Peninsula College CTS Pass holders

No transfers, day passes, ORCA cards, or passes issued by other agencies accepted.